

REMARKS

Claims 1 - 21 are pending and were addressed in the Office Action.

In the instant Response, Claims 1, 2, 3, 4, 5, 12 and 15 are amended; Claims 6 and 16 are canceled and new Claims 22 and 23 are added.

The amendments to Claims 1, 3 and 4 are merely clarifying amendments. Claims 2 and 12 are amended so that limitations originally present in those claims can be addressed individually in new Claims 22 and 23. The amendments to Claims 5 and 15 are made merely to consolidate those claims with Claims 6 and 16, respectively, which are canceled. Thus none of the amendments presented herewith change the scope of the claims and the Applicant therefore respectfully requests that the amendments be entered.

The following Remarks addressing the grounds of rejection set forth in the Office Action apply with equal force to Claims 1 – 5, 7 – 15 and 17 – 21 regardless of whether the foregoing amendments are entered.

Reconsideration and allowance of Claims 1 – 5, 7 – 15 and 17 – 23 are respectfully requested in light of the following remarks.

Claims 1 - 21 have been rejected under 35 U.S.C. §103 as allegedly being obvious in view of Wojcik (U.S. Patent 5,666,493) in view of Duncan (U.S. Patent 6,934,692). In the Office Action, it is acknowledged that Wojcik does not explicitly disclose providing an internet website application that allows a ship location to individually create, configure and maintain an appointment calendar that is unique to that ship location; and one or more Partners contemporaneously accessing the internet website application and querying the appointment calendar for a any ship location to determine available pick-up and delivery dock times for that ship location. Duncan is cited for allegedly disclosing various parties transacting business over the internet. It is asserted with respect to the broadest rejected claims that it would have been obvious to include in Wojcik's system the features admittedly missing therefrom, as allegedly seen in Duncan, and that the claimed invention is merely a combination of old elements in which each element performs the same function as it did separately, with predictable results.

The Applicant respectfully points out that Duncan fails to show or render obvious all the features of independent Claims 1 and 11 that are missing from Wojcik. As previously argued, Claim 1 and Claim 11 both allow multiple sellers and multiple buyers to utilize the same appointment calendar to determine available pick-up and delivery dock times for a ship location and submit reservation requests for shipment times. It has been acknowledged that Wojcik fails to disclose such an appointment calendar, even for a single seller and certainly not for multiple sellers and multiple buyers. However, contrary to the assertion in the Office Action, Duncan does not disclose a web-based calendar accessible by multiple buyers and sellers for making their respective shipping and/or delivery appointments. The purpose served by Duncan's system is to facilitate the commercial aspects of the buyer/seller transactions. For example, Duncan says that if a product request is accepted, the buyer, seller and shipper are notified, delivery is made and a delivery confirmation is sent to the appropriate parties (col. 3:37-49). Duncan discloses the sharing of information concerning the fact of that a shipment has been made and the making of payment therefor (col. 4:22-53). However, nowhere does Duncan address the logistics of physically transferring custody of purchased goods to or from a ship location, e.g., the making of appointments for loading dock time slots and the like. In particular, nowhere does Duncan disclose the creation of an appointment calendar that is specific to a ship location and which is accessible to the various parties of the transactions. Therefore, the asserted ground of rejection is based on a faulty premise because the secondary reference does not disclose the claim features which the primary reference lacks.

Only the Applicant has conceived of a process and system which provides an appointment calendar that is specific to a ship location and which is accessible to multiple buyers and multiple sellers so that the buyers and sellers can request specific appointments at the ship location for the transfer of goods from that ship location. Since the prior art fails to disclose or even suggest the existence of such an appointment calendar, the basis of the stated obviousness rejection, i.e., the assertion that the claimed invention is merely a combination of old elements, is clearly incorrect. Accordingly, withdrawal of the stated rejection under 35 U.S.C. §103 is therefore respectfully requested.

Claims 2 – 10 and 12 – 21 are allowable because they depend from allowable base claims, and several of these claims add features which provide independent bases of patentability.

For example, Claims 2 and 12 specify a feature of the appointment calendar that is nowhere disclosed by the prior art, i.e., a lead time required for requesting an appointment. Nowhere does the prior art disclose or suggest an appointment calendar having such a feature.

Claims 3 and 13 provide an appointment calendar for a ship location which incorporates appointment-making privileges for users. Nowhere does the prior art disclose or suggest an appointment calendar having such features.

Claims 4 and 14 provide an appointment calendar for a ship location which incorporates an auto-accept feature. Nowhere does the prior art disclose or suggest an appointment calendar having such a feature, which allows Partners to secure appointments without having to make telephonic or other interpersonal contact with personnel at the ship location, as needed in the prior art.

Claims 9, 10, 19 and 20 provide an appointment calendar for a ship location which allows Partners to access information for any appointment reservation request and any approved appointment reservation relevant to the Partner. This feature allows Partners to better plan their activities in a way nowhere disclosed or suggested in the prior art.

New Claims 22 and 23 simply present a limitation previously present in Claims 2 and 12. Claims 22 and 23 are allowable because nowhere does the prior art teach or suggest a process or system which includes an appointment calendar created, configured, and managed in such a manner as to consider and incorporate an appointment reservation request auto-approval aging time for a ship location.

As previously argued, the claimed invention provides substantial advantages over the prior art, i.e., by virtue of the claimed invention, ship locations do not have to handle phone calls

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or faxes from multiple parties seeking to make pick-up or delivery appointments and try to coordinate the requested appointments of multiple parties with respect to the available docks, time slots, etc. In addition, the claimed invention allows carriers to query appointment calendars for ship locations serving multiple buyers and sellers, which facilitates the creation of continuous move and multi-stop and delivery shipments. No such advantages are evident from the prior art.

Allowance of Claims 1 – 5, 7 – 15 and 17 – 23 is now believed to be in order. Early and favorable notice of same is respectfully requested.


The Applicant believes that no fees are due with the submission of this Amendment and Reply. However, any fees that may be necessary to maintain the pendency of the present application may be charged to the undersigned attorney's Deposit Account No. 50-4380.

The Examiner is invited to contact the undersigned should the Examiner deem it advantageous to further advance prosecution of this application.

29 April 2010

Date

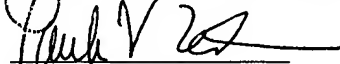
Respectfully submitted,



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I hereby certify that this correspondence is being deposited with the United States Postal Service with sufficient postage as first class mail in an envelope addressed to: Mail Stop Amendment, Commissioner for Patents, P.O. Box 1450, Alexandria, VA 22313-1450 on the date shown below:



Paula V. Testani
Dated: April 30, 2010